

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST**

S CI 2017 01896

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE “VICTORIA
STATION CORPORATION PARTNERSHIP” (TRADING AS “VICTORIA
STATION”, “KATE HILL” AND “VICTORIA STATION CLEARANCE”)
(ADMINISTRATORS APPOINTED) & Ors**

Plaintiffs

AFFIDAVIT OF MICHAEL CARRAFA

Date of document: 19 September 2017
Filed on behalf of: The Plaintiffs
Prepared by:
MGA Lawyers
Lawyers
Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101
DX:
Tel: (03) 8631 5555
Fax: (03) 8631 5599
Ref: IA:11291/17
Case Manager: Ivan Andolfatto
Case Manager Email: ivan@mga-lawyers.com.

I, **MICHAEL CARRAFA** of Level 17, 200 Queen Street, Melbourne in the State of Victoria, Registered and Official Liquidator, **SINCERELY DECLARE AND AFFIRM** as follows:

1. I am a Registered and Official Liquidator and Executive Director at SV Partners.
2. I am one of the Joint and Several Administrators of:
 - a. Victoria Station Corporation Pty Ltd ACN 104 082 797 (Administrators Appointed) (“**VSCPL**”);
 - b. Victoria Station Services Pty Ltd ACN 074 633 533 (as trustee for “Victoria Station Services Trust”) (Administrators Appointed) (“**VSSPL**”);
 - c. Michael Hartz Pty Ltd ACN 104 083 598 (as trustee for “The Michael Raiter Family Trust”) (Administrators Appointed) (“**MHPL**” and “**MRF Trust**”); and



d. Paul Hartz Pty Ltd ACN 104 084 693 (as trustee for “The Paul Raiter Family Trust”) (Administrators Appointed) (“**PHPL**” and “**PRF Trust**”); (“**the Companies**”), together with Peter Gountzos and Richard John Cauchi (“**the Administrators**”) and I am authorised to make this Affidavit on behalf of the Plaintiffs.

3. I make this Affidavit in support of the interlocutory process filed in this proceeding on 31 August 2017 and returnable on 20 September 2017 (“**the Interlocutory Process**”), and to supplement the affidavits of Peter Gountzos in relation to the factual background of this Administration affirmed on 31 August 2017 (“**the Gountzos Affidavit**”) and my supplementary Affidavit affirmed on 13 September 2017 (“**the Carrafa Affidavit**”).
4. In addition to the matters addressed in the Carrafa Affidavit, specifically the notification of the Interlocutory Process to the creditors, the Administrators wish to detail the notification given.
5. I refer to paragraph 27 of the Carrafa Affidavit and confirm the notice of creditor dated 6 September 2017 (being as exhibit “MC-6” in the Carrafa Affidavit) was sent to every known creditor by post and/or email as set out below.

Company	Quantum Sent via Post	Quantum Sent via Email
Paul Hartz Pty Ltd	2	5
Michael Hartz Pty Ltd	2	2
Victoria Station Services Pty Ltd	1	30
Victoria Station Corporation Pty Ltd	156	526
Total	161	563

For every creditor disclosing a physical address and email, both forms of notifications and conveyance were used. For those creditors providing only email we have solely used that form of communication to notify.

I refer to exhibit “MC-6” of the Carrafa Affidavit and confirm that the notice exhibited was attached to an email if sent by email and/or posted in an envelope when sent to a physical address.

6. I refer to paragraph 28 of the Carrafa Affidavit and confirm the Administrators notified all creditors, having an email address, that a website portal was available to them, by a URL hyperlink, to view, and if necessary, download the Interlocutory Application and Affidavits.

Now produced and shown to me and marked “MC-8” is a copy of the email sent by our office to creditors. The only creditors not given notice of the portal link were those creditors who have not provided an email address. I have been advised that there are only 40 such creditors in that category.

Company	Quantum of Creditors who received Notice via POST only
Paul Hartz Pty Ltd	2
Michael Hartz Pty Ltd	2
Victoria Station Services Pty Ltd	1
Victoria Station Corporation Pty Ltd	35
Total	40

7. As at the date of affirming this Affidavit, SV Partners has not received any request for copies of the Interlocutory Process or any affidavit filed. Our office has received a small number of telephone calls from former employees asking about payment of their entitlements.
8. In addition to notifying creditors, the Administrators have given notice of the Interlocutory Process to:
 - a. the directors (Michael and Paul Raiter);
 - b. The Department of Employment (which was directed to the proper officers of the Fair Entitlements Guarantee Branch (FEG));
 - c. the Australian Taxation Office;
 - d. the Australian Securities and Investments Commission; and
 - e. statutory bodies regulating payroll tax in each State other than the Northern Territory, the Australian Capital Territory and Tasmania (as no relevant employment occurred in those places).
9. In addition to the matters addressed in the Carrafa Affidavit concerning the Companies, and in particular, the MRF Trust and the PRF Trust, the Administrators wish to provide the Court further clarity as to the legal composition of the partnership.

Now produced and shown to me and marked “MC-9, MC-10, MC-11 and MC-12” are true copies of the following instruments:

“MC-9” Deed of Settlement Michael Raiter Family Trust;


“MC-10” Deed of Removal and Appointment Michael Raiter Family Trust;

“MC-11” Deed of Settlement Paul Raiter Family Trust; and

“MC-12” Deed of Removal and Appointment Paul Raiter Family Trust.

10. For the reasons set out in this my affidavit, I respectfully seek that the Administrators are granted the orders sought in the Interlocutory Process and the draft orders to be provided to the Court.

AFFIRMED at **MELBOURNE**)
in the State of Victoria this)
19th day of September 2017)



MICHAEL CARRAFA

Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

SCHEDULE OF PARTIES

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
REDCREST CORPORATIONS LIST**

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN 104 082
797 (ADMINISTRATORS APPOINTED)**

and

**IN THE MATTER OF VICTORIA STATION SERVICES PTY LTD ACN 074 633 533
(ADMINISTRATORS APPOINTED)**

and

**IN THE MATTER OF MICHAEL HARTZ PTY LTD ACN 104 083 598
(ADMINISTRATORS APPOINTED)**

and

**IN THE MATTER OF PAUL HARTZ PTY LTD ACN 104 084 693 (ADMINISTRATORS
APPOINTED)**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN THEIR
CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF VICTORIA
STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS OWN CAPACITY AS
THE PARTNERSHIP MANAGER OF THE “VICTORIA STATION CORPORATION
PARTNERSHIP” (TRADING AS “VICTORIA STATION”, “KATE HILL” AND
“VICTORIA STATION CLEARANCE”)(ADMINISTRATORS APPOINTED)**

First Plaintiffs

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN THEIR
CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF VICTORIA
STATION SERVICES PTY LTD ACN 074 633 533 (AS TRUSTEE FOR “VICTORIA
STATION SERVICES TRUST”)(ADMINISTRATORS APPOINTED)**

Second Plaintiffs

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN THEIR
CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS MICHAEL HARTZ PTY
LTD ACN 104 083 598 (AS TRUSTEE FOR “THE MICHAEL RAITER FAMILY
TRUST”)(ADMINISTRATORS APPOINTED)**

Third Plaintiffs

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN THEIR
CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF PAUL HARTZ PTY
LTD ACN 104 084 693 (AS TRUSTEE FOR “THE PAUL RAITER FAMILY
TRUST”)(ADMINISTRATORS APPOINTED)**

Fourth Plaintiffs

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST**

S CI 2017 01896

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors**

Plaintiffs

EXHIBIT "MC-8"

Date of document: 19 September 2017
Filed on behalf of: The Plaintiffs
Prepared by:
MGA Lawyers
Lawyers
Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101
DX:
Tel: (03) 8631 5555
Fax: (03) 8631 5599
Ref: IA:11291/17
Case Manager: Ivan Andolfatto
Case Manager Email: ivan@mga-lawyers.com

This is the exhibit marked with the letter "MC-8" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-8

**A true copy of the email sent by our office to each
creditor**

Ivan Andolfatto

From: Lisa Isaac <Lisa.Isaac@svp.com.au>
Sent: Wednesday, 13 September 2017 5:32 PM
Subject: FW: VICTORIA STATION CORPORATION PTY LTD (ADMINISTRATORS APPOINTED)
Attachments: Notice to Creditors 06.09.17.pdf

Dear Sir / Madam

I refer to the attached Notice to Creditors dated 6 September 2017.

Please note that the application and the associated affidavits referred to in our attached Notice to Creditors are available to be viewed from our website as follows: <https://svpartners.com.au/victoria-station-corporation-court-application/>

Should you have any queries regarding this matter please do not hesitate to contact me.

Kind regards,

Lisa Isaac
Manager



Lisa.Isaac@svp.com.au
D 03 9669 1177 | P 03 9669 1100 | F 03 9670 4435
Lvl 17 200 Queen St Melbourne VIC 3000 |
svpartners.com.au

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From: Lisa Isaac
Sent: 06 September 2017 6:32 PM
Subject: VICTORIA STATION CORPORATION PTY LTD (ADMINISTRATORS APPOINTED)

Dear Sir / Madam

Please find attached a copy of our Notice to Creditors dated 6 September 2017, for your information.

Kind regards,

Lisa Isaac
Manager



Lisa.Isaac@svp.com.au
D 03 9669 1177 | P 03 9669 1100 | F 03 9670 4435
Lvl 17 200 Queen St Melbourne VIC 3000 |
svpartners.com.au

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Our ref: MC PG/LI/2.4

6 September 2017

insolvency
turnaround
forensics
advisory

TO THE CREDITOR AS ADDRESSED

Dear Sir/Madam

**VICTORIA STATION CORPORATION PTY LTD
(IN ITS OWN CAPACITY AND IN ITS CAPACITY AS THE PARTNERSHIP MANAGER
OF "THE VICTORIA STATION CORPORATION PARTNERSHIP")
(FORMERLY TRADING AS "VICTORIA STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED)
A.C.N. 104 082 797
A.B.N. 20 116 780 644**

**VICTORIA STATION SERVICES PTY. LTD.
(AS TRUSTEE FOR "VICTORIA STATION SERVICES TRUST")
(ADMINISTRATORS APPOINTED)
A.C.N. 074 633 533
A.B.N 14 546 176 624**

**MICHAEL HARTZ PTY LTD
(AS TRUSTEE FOR "THE MICHAEL RAITER FAMILY TRUST")
(ADMINISTRATORS APPOINTED)
A.C.N. 104 083 598**

**PAUL HARTZ PTY LTD
(AS TRUSTEE FOR "THE PAUL RAITER FAMILY TRUST")
(ADMINISTRATORS APPOINTED)
A.C.N. 104 084 693**

I refer to our appointment as Administrators of the abovenamed Companies on 2 May 2017.

I advise that due to the complexities and uncertainties associated with various elements of these administrations, I have lodged an application with the Supreme Court of Victoria on 31 August 2017 seeking directions and/or declarations from the Court on a number of matters including the following:

- Whether Victoria Station Corporation Pty Ltd conducted the retail business of "Victoria Station" and "Kate Hill" (the Business) in its own right, for and on its own behalf, or in its capacity as the appointed manager of the Victoria Station Corporation Partnership (VSC Partnership) pursuant to a Partnership Agreement dated 27 August 2003.
- Whether Victoria Station Services Pty Ltd entered into lease agreements for various premises from which the Business was conducted in its own right, for and on its own behalf; or for Victoria Station Corporation Pty Ltd or the VSC Partnership and therefore for and on behalf of the VSC Partnership.

SV Partners Insolvency (VIC) Pty Ltd ABN 67 112 145 338
Level 17, 200 Queen Street, Melbourne Vic 3000

† 03 9669 1100 f 03 9670 4435 e melbourne@svp.com.au svpartners.com.au

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RESPECT SERVICE TEAMWORK

- Whether the assets currently held by the Administrators are beneficially owned by either Victoria Station Corporation Pty Ltd or the VSC Partnership.
- Should the Court find that the business was operated by the VSC Partnership, that leases were entered into on behalf of the VSC Partnership and that the assets are beneficially owned by the VSC Partnership, how those assets are then to be distributed:
 - a. In accordance with the Partnership Act 1958 (Vic) and the Partnership Agreement and therefore on a *pari passu* basis; or
 - b. In accordance with the Corporations Act 2001, such that the statutory priorities apply; or
 - c. On some other basis.

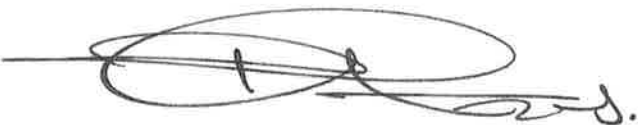
In addition to the above, we have also sought ancillary orders from the Court. The orders sought are summarised as follows:

1. A further extension to the time for convening the Second Meeting of Creditors for a further four (4) weeks following the Courts determination of the application;
2. Pursuant to the Partnership Act 1958 (VIC), the Court decrees the dissolution of the VSC Partnership.
3. That the Administrators be appointed without security as Receivers and Managers over all assets and undertaking of The VSC Partnership and the Companies noted above.
4. That the Administrators have the powers that a Liquidator has in respect of property of a Company and that they have the power to sell and convert into cash any of the Assets.
5. That the Administrators are granted an indemnity/equitable charge over the assets for their reasonable costs and expenses since their appointment for various work undertaken during the course of the administration and that such costs and expenses are to be paid in priority to distribution to the general body of creditors.

The application is returnable before an Associate Judge in the Supreme Court of Victoria, Ground Floor, 436 Lonsdale Street, Melbourne, Victoria on Wednesday, 20 September 2017 at 10.30am.

I note that the application and the associated affidavits filed with the Court are voluminous and therefore I have not included same with this Notice. Should you wish to discuss this matter and /or receive a copy of the application/associated affidavits please contact either Mr Simon Krampel or Ms Lisa Isaac of this office on (03) 9669 1100 or by email to simon.krampel@svp.com.au or lisa.isaac@svp.com.au.

Yours faithfully



**PETER GOUNTZOS
JOINT AND SEVERAL ADMINISTRATOR**

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
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(ADMINISTRATORS APPOINTED) & Ors**

Plaintiffs

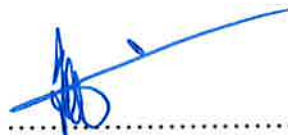
EXHIBIT "MC-9"

Date of document: 19 September 2017
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Prepared by:
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Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101
DX:
Tel: (03) 8631 5555
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Ref: IA:11291/17
Case Manager: Ivan Andolfatto
Case Manager Email: ivan@mga-lawyers.com

This is the exhibit marked with the letter "MC-9" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-9

**A true copy of the Deed of Settlement Michael
Raiter Family Trust**

DEED OF SETTLEMENT

OF

"THE MICHAEL RAITER
FAMILY TRUST"

Colin L Rouch
Barrister & Solicitor
1st Floor,
105 Upper Heidelberg Road
IVANHOE VIC 3079

Tel: 499 3854
Fax: 497 2050

- (c) Any body corporate wherever incorporated or resident any share in which is beneficially owned or held by any Beneficiary, or by the Trustee of any trust or settlement under which any Beneficiary has any interest whether absolute or contingent or by way of expectancy and whether liable to be defeated by the exercise of any power of appointment or revocation or to be diminished by the increase of the class to which that Beneficiary belongs which the Trustee may at any time and from time to time nominate in writing as a General Beneficiary and whether or not such trust or settlement is in existence at the date of this Deed.
- (d) The Trustee (in his capacity as such trustee) of any trust or settlement in which any Beneficiary has an interest whether absolute or contingent or by way of expectancy and whether liable to be defeated by the exercise of any power of appointment or revocation or to be diminished by the increase of the class to which that Beneficiary belongs which the Trustee may at any time and from time to time nominate in writing as a General Beneficiary and whether or not such trust or settlement is in existence at the date of this Deed.
- (e) Any relative by blood or marriage of the Appointor first described in the Eighth Part of the Schedule who the Trustee may at any time and from time to time nominate in writing to be a General Beneficiary.
- (f) Such additional persons corporations and trusts (if any) as are named and described or defined in the Fifth Part of the Schedule as additions to the class of General Beneficiaries;

PROVIDED HOWEVER that any person who is either the Settlor or a person claiming through the Settlor or is the Appointor or the Trustee or where the Trustee consists of more than one person any of those persons or a person who has donated property to the

Trustee to be held as an addition to the Trust Fund (the same being herein called "the excluded persons") or any corporation in which and the trustee of any settlement or trust in or under which any excluded person has an actual or contingent beneficial interest so long as such interest continues is excluded from the class of General Beneficiaries unless specifically named or defined in the Fifth Part of the Schedule.

- (3) "Beneficiary" or "Beneficiaries" means any of the Primary or General Beneficiaries.
- (4) The "Trustee" means the person, persons or corporation named in the Third Part of the Schedule or the Trustee or Trustees for the time being of this settlement.
- (5) The "Trust Fund" means the settled sum set forth in the Sixth Part of the Schedule and paid or to be paid by the Settlor to the Trustee together with all moneys investments and property paid or transferred to and accumulations of income hereinafter empowered to be made all accretions to the Trust Fund and the investments and property from time to time representing the said money investments property accumulations and accretions or any part or parts thereof respectively.
- (6) The "Vesting Day" means the date specified in the Seventh Part of the Schedule or such earlier date as the Trustee may in his absolute discretion in writing appoint.
- (7) The "Appointor" means successively the person or persons named and described as such in the Eighth Part of the Schedule.
- (8) The expressions "the Primary Beneficiaries" and "the General Beneficiaries" shall include persons who from time to time until the Vesting Day come within the category described in the Fourth and Fifth Parts of the Schedule and in the foregoing definition respectively notwithstanding that such persons may not be in existence or have not come into the defined category at the date of this Deed.

(9) In these presents the expression "child" shall include an adopted and an illegitimate child and the expression "children" shall have a like meaning.

(10) "Accounting Period" shall mean each period of twelve months ending on the 30th day of June in each year.

PROVIDED HOWEVER:

(a) that the period commencing on the date hereof and ending on the 30th day of June next shall be an Accounting Period;

and

(b) that the period commencing on the first day of July prior to the Vesting Day and ending on the Vesting Day shall be an Accounting Period.

(11) "set aside" in relation to a Beneficiary includes placing sums to the credit of such Beneficiary in the books of the Trust Fund.

(12) Pursuant to Section 5 of the Perpetuities and Accumulations Act 1968 of the State of Victoria it is declared that the perpetuity made by and under this Deed for the purpose of the rule against perpetuities shall be a period of 80 years.

(13) In these presents words importing the singular shall mean and include the plural and vice versa and words importing the masculine gender shall mean and include the feminine and neuter genders.

(14) References to any statutory enactment shall mean and be construed as references to the said enactment as amended and modified and in force from time to time.

2. IN consideration of the premises the Settlor as Settlor HEREBY DECLARES that the Trustee shall and the Trustee HEREBY DECLARES that he will henceforth stand possessed of the Trust Fund and of the income thereof upon the trusts and with the powers and subject to the provisions hereinafter expressed.

3. (1) The Trustee shall in each Accounting Period until the Vesting Day pay apply or set aside the whole or such part (if any) as he shall think fit of the net income of the Trust Fund of that Accounting Period for such charitable purposes and/or for the benefit of all or any one or more exclusive of the other or others of the General Beneficiaries living from time to time in such proportions and in such manner as the Trustee in his absolute discretion shall think fit and without being bound to assign any reason therefor; and amounts set aside for any General Beneficiary as aforesaid shall not form part of the Trust Fund as defined in Clause 1 (6) hereof but shall upon being set aside be held by the Trustee as a separate trust fund on trust for such General Beneficiary absolute with power to the Trustee pending payment thereof to such General Beneficiary to invest apply or deal with such fund or any resulting income there from or any part thereof in the manner provided for in Clause 6 (d) hereof;
- (2) NOTWITHSTANDING the provisions of sub-clause (1) hereof the Trustee may at any time or times prior to the Vesting Day in his absolute discretion so long as permitted by law accumulate the whole or any part of the income of the Trust Fund and add such income to the capital of the Trust Fund but so that the Trustee may at any time or times prior to the Vesting Day resort to such accumulations and pay or apply the whole or any part or parts thereof as capital but as if the same were income of the Trust Fund;
- (3) The Trustee shall have the powers in relation to the capital of the Trust Fund conferred upon the Trustee by Clause 6 of this Deed;
- (4) The Trustee shall hold so much of the net income of the Trust Fund derived in any Accounting Period until the Vesting Day that the Trustee shall not prior to the expiration of that Accounting Period have paid applied or

set aside in accordance with the powers contained in sub-clause (1) hereof or accumulated in accordance with the powers contained in sub-clause (2) hereof upon trust:-

- (a) For such of the Primary Beneficiaries as shall be living at the expiration of the Accounting Period and if more than one as tenants in common in equal shares PROVIDED HOWEVER that if any Primary Beneficiary shall not be in existence at the expiration of the particular Accounting Period and shall have died leaving a child or children living, such child or children shall stand in the place of the deceased Primary Beneficiary and shall take if more than one as tenants in common in equal shares the share which the deceased Primary Beneficiary would have taken had he or she been living at the expiration of the particular Accounting Period.
- (b) As to any balance then remaining not disposed of or accumulated pursuant to the preceding provisions of this clause for such of the General Beneficiaries as shall be living at the expiration of that Accounting Period and if more than one as tenants in common in equal shares.

4 ON the Vesting Day the Trustee shall stand possessed of the Trust Fund UPON TRUST for such charitable purposes and/or for such of the General Beneficiaries for such interests and in such proportions and for one to the exclusion of the other or others as the Trustee may appoint and in default of and subject to any such appointment -

- (a) Upon Trust for such of the Primary Beneficiaries as shall be living on the Vesting Day and if more than one as tenants in common in equal shares absolutely PROVIDED NEVERTHELESS that if any Primary Beneficiary

shall die prior to the Vesting Day leaving a child or children living at the Vesting Day such child or children shall stand in the place of such deceased Primary Beneficiary and take and if more than one as tenants in common in equal shares the share which the said deceased Primary Beneficiary would have taken had he or she survived to the Vesting Day;

- (b) AND in the event that any part of parts of the Trust Fund are not effectively or validly disposed of by the trusts declared by this Deed or by any Deed in force varying altering or adding to such Trusts the Trustees shall stand possessed of such part or parts of the Trust Fund UPON TRUST for the person or persons other than the Settlor who under the Statutes relating in the State of Victoria to the distribution of intestate estates would have been entitled to the estate of the Appointor first described in the Eighth Part of the Schedule (hereinafter called "the Intestate") as if the said Intestate had died on the Vesting Day and intestate and a widower and domiciled in the State of Victoria and as if the Settlor had predeceased the Intestate and if there be no such persons UPON TRUST for such charitable purposes as the Trustee may determine any resulting trust to the Settlor being hereby negatived.

5. ANY benefits conferred upon any Beneficiary hereunder shall be in addition to and not in substitution for any provision which may be made by the Settlor for such Beneficiary whether by Settlement or Will or otherwise.

6. THE Trustee may at his absolute discretion notwithstanding anything to the contrary herein contained or otherwise provided;

- (a) At any time and from time to time before the Vesting Day out of the capital of the Trust Fund held on Trust as aforesaid but not out of any moneys referred to in paragraph (d) of this Clause raise any sums or sums and pay the same to any one or more of the General Beneficiaries for his or her own use and benefit in addition to any income or share of income to which he or she may from time to time be entitled or to apply the aforementioned sum or sums to or for the benefit of such General Beneficiary or General Beneficiaries in such manner as the Trustee in his absolute discretion shall think fit;
- (b) At any time and from time to time before the Vesting Day lend any sum or sums out of the Trust Fund and any moneys held in trust hereunder to any person being one of the General Beneficiaries either with or without security and upon such terms and conditions as to repayment and with or without interest as the Trustee shall in his absolute discretion think fit;
- (c) At any time and from time to time pay or apply the whole or any part of the capital or the whole or any part of any income or accrued or accumulated income to which any infant beneficiary is either absolutely or contingently entitled in such manner as the Trustee in his absolute discretion thinks fit for the benefit of such infant and without limiting the generality thereof in particular for the maintenance education or advancement of such infant and in the exercise of the power in this part of this Clause contained the Trustee may pay the same to a parent or guardian of such infant without being bound to see to the application thereof by such parent or guardian;
- (d) While any Beneficiary is under any legal disability the Trustee may on behalf of such Beneficiary invest any

income which he may resolve to set aside for or pay to such Beneficiary pursuant to Clause 3 (1) hereof and the investments by this Deed authorised including any of the investments authorised by Clause 7 hereof but the Trustee may at any time and from time to time in his absolute discretion resort to such first-mentioned and last-mentioned income and may pay apply or deal with the same or any part thereof in such manner as the Trustee in his absolute discretion thinks fit for the benefit of such Beneficiary pursuant to and in the terms of the power in sub-clause (c) of this Clause;

- (e) At any time and from time to time pay or transfer any investments or money appropriated to a share to which any person is or becomes absolutely entitled to such person absolutely if he is of full age or to a parent or guardian of any infant Beneficiary as Trustee for such infant Beneficiary without being bound to see to the application thereof by such parent or guardian;

- (f) Allow any Beneficiary to occupy have custody of or use any immovable property or chattels for the time being forming part of the Trust Fund on such terms and conditions as to inventories repair replacement insurance outgoings or otherwise at all as the Trustee shall think fit and so that the Trustee shall not be liable for any loss or damage which may occur to any property so forming part of the Trust Fund during or by reason of any such occupation custody or use except insofar as such loss or damage shall be occasioned by the conscious and wilful default or neglect of the Trustee.

7. THE Trustee shall in addition to the powers otherwise conferred upon the Trustee by law have the following powers:-

- (a) Power to apply and invest all moneys at any time forming part of the Trust Fund in any investments whether involving liabilities or not or upon personal credit with or without security and upon such terms and conditions as the Trustee shall in his absolute discretion think fit and to the intent that the Trustee shall have the same powers in all respects as if he was the absolute owner beneficially entitled including without diminishing the generality of the foregoing the subscription for, the taking up on allotment and the purchase of any shares, stocks, bonds, mortgages, debentures, obligations or securities of any government authority corporation or company incorporated in any part of the world and in units or sub-units of any fixed or flexible trust which established or managed by any Company, and the taking of and the purchase of the whole or any part or share or interest in (including a minority part or share or interest in) any business or partnership and the goodwill and assets thereof and the purchase of any real or personal property wheresoever situate and to exercise all rights and privileges and perform all duties and obligations appertaining or incidental thereto AND the Trustee may make or purchase any such investments for cash or in consideration of an annuity or otherwise and upon such terms and conditions as the Trustee shall in his absolute discretion think fit and he may make or purchase any such investment for a sum greater than the amount of the Trust Fund for the time being and he may agree to pay for any such investment wholly or in part from any future moneys which may come into his hands including dividends, profits, interest or other income paid or payable in respect of such investment;
- (b) Power to advance and lend moneys to and to borrow and raise moneys from and to secure by mortgage or

otherwise the payment of money to any persons firms corporations companies governmental or municipal bodies upon such terms with or without security or interest as the Trustee shall deem fit;

- (c) Power to give any guarantee and/or indemnity for payment of money or the performance of any contract, obligation or undertaking by any person firm company corporation association or trust;
- (d) Power to vary or transpose any investments into or for any other or others of any nature whatsoever and to vary the terms of or property comprised in any security;
- (e) Power to construct or demolish buildings and to hold use purchase maintain repair renovate reconstruct develop redevelop improve sell transfer convey surrender let lease exchange take and grant options or rights alienate mortgage charge pledge reconvey release discharge or otherwise deal with any real or personal property;
- (f) Power to purchase sell transfer surrender exchange charge take and grant options or rights in any stocks shares debentures units in any trust or any other securities of whatsoever kind with or without deferred restricted qualified or special rights attaching thereto;
- (g) Power to purchase or acquire or to sell or transfer to any person any reversionary or deferred property or rights of any description or any interest in any property whatsoever for the life of any person or any life or life endowment or sinking fund or term or other policy or policies of insurance of whatsoever nature and at or subject to any premium or premiums whether single payable periodically and with or subject to any options rights benefits conditions or provisions

whatsoever and the Trustee shall have power to pay out of the income or capital of the Trust Fund as he in his absolute discretion thinks fit all sums payable from time to time for premiums or otherwise for the effecting or maintenance of any policy or policies of insurance (whether owned by the Trustee or otherwise) or for the exercise or enjoyment of any option right or benefit thereunder and any surrender of any such policy or policies shall for all the purposes of this settlement be deemed to be a sale thereof;

- (h) Power to pay out of the Trust Fund or the income thereof all costs charges and expenses incidental to the management of the Trust Fund or to the exercise of any power authority or discretion herein contained or on carrying out or performing the trusts hereof which the Trustee may at any time incur including all income tax or other taxes payable in respect of the Trust Fund costs in any way connected with the preparation and execution of these presents and all moneys which the Trustee may be required to pay as probate estate gift stamp or revenue duties including stamp gift or settlement duties payable in respect of the Trust Fund;
- (i) Power where the Trustee determines to invest any part of the Trust Fund in the subscription for the taking up on allotment or the purchase of any shares stock or debentures in any company or corporation to exercise the following powers in addition to the powers authorised by law -
 - (i) to pay calls on any shares or to permit any such shares to be forfeited and sold;
 - (ii) to purchase any further shares stock or debentures and to take up any shares stock or debentures or a new issue of any such company or corporation;
 - (iii) to lend money to any such company or corporation whether secured by debentures or in any other way

- or not secured and at such rate of interest and upon such terms as the Trustee thinks fit;
- (iv) to hold any shares stock or debentures acquired by the Trustee pursuant to the powers conferred by statute or otherwise by law or by this Clause for as long as the Trustee thinks fit;
 - (v) to sell any shares stock or debentures held by the Trustee at such price as the Trustee thinks fit (whether or not such price is less than the sum that appears from the accounts of the company or corporation to be the value of such shares stock or debentures) and upon such terms with or without security as the Trustee thinks fit;
 - (vi) to assent to or join in any arrangement relating to the sale or transfer or exchange of any such shares stock debentures or interests or modifying any rights or privileges or interests in relation thereto and to agree to any scheme or arrangement for the increase in or reduction of the value or amounts of any shares or stock or of the capital of any such company or corporation and for any such to deposit surrender or exchange any scrip or document of title relating thereto and to pay out of the capital of the Trust Fund or the income thereof any contribution or incur any necessary expense in connection with such scheme or arrangement and generally to manage and deal with any such shares stock or investments as if the Trustee owned them beneficially;
 - (vii) to enter into any agreement in respect of the winding up of any Company or corporation in which the Trustee holds shares or is otherwise concerned or interested and to agree with the liquidator or with any member or members of such company or corporation or any other person on such matters

as the Trustee shall in his absolute discretion think fit for the division or partition in kind or specie of the assets or property of whatsoever nature of such company or corporation and to accept any of such assets and property in payment or satisfaction of any interest of the Trustee in such company or corporation with power to pay any moneys by way of division or partition;

- (j) Power to carry on anywhere in Australia or elsewhere and either alone or in partnership any of the business or businesses of manufacturers wholesale and retail buyers sellers merchants importers exporters dealers brokers and agents in any kind of commodities merchandise chooses in action and articles of commerce and of farmers graziers and agriculturalists and any other form of business which the Trustee may in his absolute discretion think fit;
- (k) Power to agree to the partition subdivision or exchange of any land or other property which forms part of the Trust Fund and to pay any moneys by way of equality of partition division or exchange;
- (l) Power to establish promote or acquire any company or corporation or join in the promotion establishment or acquisition of any company or corporation;
- (m) Power to appropriate without obtaining any of the consents required by statute or otherwise by law any part of parts of the Trust Fund either in the actual condition or state of investment thereof or by setting apart or crediting in the books or accounts of the Trust any sum or sums in or towards the satisfaction of any share or shares whether vested or contingent to which any person is or may be entitled in the Trust Fund and for that purpose to make or cause to be made a valuation or valuations of the Trust Fund or any part or parts thereof or of any interest therein as the Trustee may deem necessary either himself or by such person or persons

whether duly qualified or not as he may appoint and in such manner and at such respective time as the Trustee considers just and proper and every valuation and every appropriation made by the Trustee shall bind all persons interested whether in the share to which the appropriation is made or in any other shares or otherwise interested in the Trust Fund notwithstanding that such persons may not be in existence or may be an infant or subject to any other legal disability or that the Trustee or any person who is a Director or shareholder of the Trustee making the appropriation is or may be beneficially interested either directly or indirectly in the property appropriated or may benefit either directly or indirectly as a result of the exercise by the Trustee of the power of appropriation as aforesaid;

- (n) Power to determine whether any property or any increase or decrease in the number value of any property or holdings of property or any receipts or payments from for or in connection with any property shall be treated as and credited or debited to capital or to income; and generally to determine all matters as to which any doubt difficulty or question may arise under or in relation to the execution of the trusts and powers of this settlement; and every determination of the Trustee in relation to any of the matters aforesaid whether made upon a question formally or actually raised or implied in any of the acts or proceedings of the Trustee in relation to the Trust Fund shall bind all parties interested therein and shall not be objected to or questioned on any ground whatsoever;
- (o) Power to sell the whole or any part or parts of the investments or property for the time being comprised in the Trust Fund at such time or times and on such terms and conditions as the Trustee shall think proper

including the power to sell life or reversionary interests in such investment or property;

- (p) Power for any purpose of or incidental to the administration of the trusts or provisions of this Deed or the exercise of any power or authority vested in the Trustee to raise and borrow money by sale mortgage charge pledge exchange or deposit of any property comprised in the Trust Fund for such amounts and upon such terms and conditions as the Trustee may in his absolute discretion think fit without any liability for any loss or injury arising from the exercise of such discretion and may grant securities over the Trust Fund of all types and forms and may grant the same for the purpose of raising moneys or to secure the moneys advanced or to be advanced to any other person firm company corporation association or trust;
- (q) Power to invest all or any moneys capable of being invested hereunder in any of the modes of investment for the time being and from time to time permitted by law of the Commonwealth of Australia or any of the States thereof for the investment of Trust moneys;
- (r) Power to invest all or any moneys capable of being invested hereunder on deposit in any trading bank or savings bank or other financial institution in Australia;
- (s) Power to exercise any power capable of being conferred upon a trustee or trustees by any valid trust instrument and, without derogating from the generality of the foregoing, to dispense, in so far as it is lawful so to do, with the necessity of obtaining any Order of the Courts of the place of administration of the trusts created by this Settlement for the purpose of effecting or validating any transactions;
- (t) Power in any conditions or circumstances which the Trustee thinks expedient with the written consent of the Appointor to appoint either in respect of the whole of

- the Trust Fund or any part thereof new trustees in any country of the world outside Australia and to transfer assign and set over the investments for the time being representing the Trust Fund or any part thereof to any such new trustee upon similar trusts and subject to similar terms and conditions to those declared in these presents and either subject to the control of the Trustee of these presents or to the exclusion of such control;
- (u) Power to remunerate any Beneficiary who is at any time in the employ of the Trustee to the same extent and in the same manner as if the beneficiary so employed were not a Beneficiary hereunder and all bona fide payments made by the Trustee to any such Beneficiary in the form of remuneration for services or to be rendered or on account of expenses in connection with such employment shall not be or be deemed to be payment to the Beneficiary of or on account of his or her share in the Trust Fund or the income thereof;
 - (v) Power in the event of any probate succession estate or other duties fees or taxes becoming payable in any part of the world in respect of the Trust Fund or any part thereof on the death of the Settlor or on the death of any Beneficiary or any other person at their absolute discretion to pay all or any part of such duties fees and taxes out of the Trust Fund notwithstanding that such duties fees and taxes or some part thereof are not or may not be recoverable by the revenue authorities from the Trustee or from the Trust Fund by legal process in the place where the same became payable.
 - (w) To identify and segregate income from different sources for the purposes of dealing with the same separately and where the income of an accounting period is directly or indirectly derived from different sources in making a determination to pay apply or set aside income for a beneficiary or to accumulate the same to determine from what source or sources that income is derived.

8. THE Trustee may become a Director of or appoint any person to act as a Director on his behalf of any company or corporation in which any moneys forming part of the Trust Fund are from time to time invested and may receive the remuneration attached to such office or permit his representative to receive such remuneration without being liable to account to the Trust therefor and any such representative may become qualified to act as a Director (if the Articles so allow) by the holding in his name of shares held by the Trustee provided that such representative executes a declaration of trust thereof in favour of the Trustee generally accompanied by the certificates of such shares and that he accounts to the Trustee for all dividends and bonuses paid in respect thereof.

9. THE Trustee may exercise or concur in exercising all powers and discretions hereby or by law given notwithstanding that he or any person being a Director or shareholder of the Trustee has or may have a direct or personal interest in the mode or result of exercising such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee.

10. THE Trustee shall not be bound in any case to act personally but shall be at full liberty to act as manager or to employ any manager solicitor accountant clerks contractors workmen employees or servants or any agents to transact all or any business of whatever nature required including the receipt and payment of money and the Trustee shall determine the remuneration charged and expenses to be allowed and paid in relation thereto.

11. THE Trustee shall not be liable for the consequence of any error or omission whether of law or of fact on the part of the Trustee or his legal or other advisers or generally for any breach of duty or trust whatsoever unless it shall be proved

to have been committed made or omitted in personal conscious fraudulent bad faith by the Trustee and all persons claiming any beneficial interest in over or to the Trust Fund shall be deemed to have notice of the provisions of this Clause.

12.THE Trustee shall have power to blend for the purposes of investment any moneys which he holds upon separate trusts (whether such moneys are subject to any other settlement or declaration of trust) and power to join with any other person or persons in making common investments.

13.SUBJECT always to any express provision to the contrary herein contained every discretion vested in the Trustee shall be absolute and uncontrolled and every power vested in him shall be exercisable at his absolute and uncontrolled discretion and the Trustee shall have the like discretion in deciding whether or not to exercise any such power. The Trustee shall not be responsible for any loss or damage suffered by the exercise of any discretion or power conferred on the Trustee or by the failure to exercise any such discretion or power.

14.ANY Trustee for the time being hereof who is a Solicitor or Accountant or any firm of which he may be a member shall be entitled to make all usual and proper charges for both professional and other services in the administration of the Trust Fund to the same extent that he would have been entitled to make as if he were not a Trustee pursuant to these presents.

15.THE Trustee for the time being may at any time and from time to time by Deed with the written consent of the Appointor revoke add to or vary all or any of the provisions of this Trust Deed or any variation alteration or addition made hereto from time to time and may by the same or any other deed or deeds declare any new or other trusts or powers concerning the

Trust Fund or any part or parts thereof but so that the law against perpetuities is not thereby infringed and so that such new or other trust powers discretions alterations or variation:-

- (i) may relate to the management or control of the Trust Fund or the investment thereof or to the Trustee's powers or discretions in these presents contained;
- (ii) shall not be in favour of or for the benefit of the Settlor Appointor or Trustee or any of them or result in any benefit to the Settlor Appointor or Trustee or any of them;
- (iii) shall not affect the beneficial entitlement to any amount set aside for any Beneficiary prior to the date of the variation alteration or addition.

16. THE Trustee may at any time, at the request or with the consent in writing of any Beneficiary, sui juris declare in writing that such Beneficiary shall thereafter not be a Beneficiary for the purpose of the trusts hereby constituted; and thereafter this Trust Deed shall be read, and the trusts herein constituted given effect, as if such person was not named or described in the declaration of Beneficiaries PROVIDED HOWEVER that such declaration shall not affect any beneficial entitlement of that person to any amount set aside and/or paid to him prior to the date of such declaration.

17.(1) THE Appointor and on the death of the last surviving Appointor such other person or persons as shall have been appointed to act as Appointor and in default of such appointment then his legal personal representatives shall be entitled by instrument in writing at any time and from time to time -

- (a) to remove any Trustee hereof;
- (b) to appoint any additional Trustee or Trustees;

- (c) to appoint a new Trustee or Trustees in the place of any Trustee who resigns his Trusteeship or ceases to be a Trustee by operation of law;

PROVIDED AS FOLLOWS:-

- (i) if and so long as the Appointor is a beneficiary he shall not be eligible to be appointed as a Trustee hereof;
- (ii) if there is no Appointor named in the Schedule or if the Appointor for the time being is under any legal disability or if there is no one entitled to exercise the power hereinbefore conferred the statutory and other rights removing and appointing the Trustee hereof shall to the exclusion of any other person or persons be exercised by the Trustee or by the legal personal representatives of the last surviving Trustee or if the Trustee be a corporation the Liquidator of that corporation.
- (2) Any Trustee of Appointor and any person who may by succession become a Trustee or Appointor may resign or renounce such position by notice in writing to the Trustee and forthwith upon the giving of such notice the person giving the same shall for all purposes hereunder cease to be a Trustee or Appointor or to be a person who may by succession become a Trustee of Appointor (as the case may be) and shall cease to be subject to the disqualification (if any) provided for in the proviso to Clause 1 (2) hereof PROVIDED THAT if at any time there is no Appointor entitled to exercise the powers set forth in paragraph (1) of this Clause a sole surviving Trustee shall not resign except upon appointing a new Trustee in his place.
- (3) The office of the Trustee shall be ipso facto determined and vacated if such Trustee being an individual shall be

found to be a lunatic or of unsound mind or if he shall become subject to the bankruptcy laws or if he shall remain out of the place in which this trust is for the time being administered for more than twelve months or if such Trustee being a company shall enter into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for purposes of amalgamation or reconstruction).

- (4) A copy of all notices of changes in the Trusteeship shall be endorsed on or attached to these presents and every such notice shall be sufficient evidence to any person having dealings with the Trustee of this Deed as to the facts to which it relates.
- (5) Any person dealing with the Trustee of the Trust Funds may rely upon a copy of these presents and of the notices endorsed thereon or attached thereto certified by the Trustee or the Trustee's lawyer before a Notary Public or a barrister or solicitor to the same extent as he might rely on the original.
- (6) Any person becoming a Trustee of the Trust Fund may accept the account rendered and the property delivered to him by the continuing Trustee or his predecessors in office without being bound to enquire further as to the assets of the Trust Fund; and any person ceasing to be a Trustee hereof may be given a full and complete discharge by the Appointor.

18.THE Trustee shall have the power at any time prior to the Vesting Day to accept such further or additional property which any person may in any way donate to or vest or cause to be vested in the Trustee to be held upon the trusts set forth in this Deed of Settlement and upon such acceptance all such property shall become part of the Trust Fund and held by the Trustee accordingly PROVIDED THAT the Trustee shall not have

the power to accept any further or additional property from a Beneficiary unless such property is transferred for valuable consideration.

19.ANY determination by the Trustee in exercise of any power discretion or authority conferred upon the Trustee by this Deed may be made in writing executed by the person persons or corporations comprising the Trustee or by a resolution duly passed at a meeting of the Trustee or by a resolution of the Directors of a sole corporate Trustee. In the event that the Trustee hereof consists of more than one person or corporation any disagreement between them as to any matter affecting the Trust Fund or as to the exercise omission of abstention from exercising any of the Trustee's powers and discretions hereunder shall be referred to a vote of all the said persons or corporations (either at a meeting of them or by post) and in the event that there by a majority for or against a particular proposal effect shall be given to the wishes of such majority as if it were a unanimous decision by all the said persons.

20.THE Trustee shall not have any power or authority to enter into any contract that shall bind or effect a beneficiary personally nor call upon any Beneficiary for any payment whatsoever but the Trustee shall be entitled to an indemnity against any and all liabilities which he may incur or to which he may be subject out of the Trust Fund and may if he thinks fit make any contract hereby authorised in such manner that the same and any liability thereunder shall be enforceable only against the Trust Fund and all persons or corporations extending credit to, contracting with or having any claims against the Trustee in respect of the Trust Fund shall look only to the Trust Fund for the payment of any such contract or claim or for the payment of any debt damage judgment or decree or of any money that may otherwise become due or

payable from the Trustee so that in that event neither the Trustee nor any Beneficiary shall be personally liable therefor.

21. ANY Trustee hereunder may from time to time charge and retain out of the income of the Trust Fund such Trustee's commission as shall be agreed between the Trustee and the Appointor but the Trustee shall not be entitled to charge any commission on capital profits or accretions to capital.

22. THE trusts created by these presents shall be known by the name set forth in the Ninth Part of this Schedule.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the date set forth in the First Part of the Schedule.

SIGNED SEALED AND DELIVERED by)
ADAM STEINBERG in the presence of:)

A. Steinberg

Rohan Aldridge
.....
Signature

ROHAN ALDRIDGE
.....
Name

61 WILSONS ROAD
.....
DONCASTER VIC 3108
.....
Address

SIGNED SEALED AND DELIVERED by
MICHAEL RAITER in the presence
of:

)
)
)



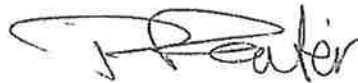
Robian Aldridge
.....
Signature

ROBIAN ALDRIDGE
.....
Name

61 WILSONS ROAD
.....
DONCASTER VIC 3108
.....
Address

SIGNED SEALED AND DELIVERED by
PAUL RAITER in the
presence of:

)
)
)



Robian Aldridge
.....
Signature

ROBIAN ALDRIDGE
.....
Name

61 WILSONS ROAD
.....
DONCASTER VIC 3108
.....
Address

SCHEDULE HEREINBEFORE REFERRED TO:

FIRST PART:

Date of making this Deed: The 4th day of JULY 1996

SECOND PART:

Settlor: ADAM STEINBERG of 601 Victoria Street,
Abbotsford, 3067.

THIRD PART:

Trustees: MICHAEL RAITER and PAUL RAITER c/- 362
Heidelberg Road, Fairfield, 3078

FOURTH PART:

Primary Beneficiaries: MICHAEL RAITER, and the Children of
MICHAEL RAITER whether living on the date
of this Deed or born thereafter and any
person related by blood or marriage to
MICHAEL RAITER.

FIFTH PART:

General Beneficiaries: MICHAEL RAITER, and the Children of
MICHAEL RAITER whether living on the date
of this Deed or born thereafter and any
person related by blood or marriage to the
said primary beneficiaries.

SIXTH PART:

Settled Sum: TWENTY DOLLARS (\$20.00).

SEVENTH PART:

Vesting Day: On the eightieth anniversary of the date this
deed is made.

EIGHTH PART:

Appointor: MICHAEL RAITER or such person as the said MICHAEL RAITER may nominate by deed during his lifetime and in the event of death the legal personal representative of the said MICHAEL RAITER.

NINTH PART:

Name of Trust: THE MICHAEL RAITER FAMILY TRUST

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST**

S CI 2017 01896

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors**

Plaintiffs

EXHIBIT "MC-10"

Date of document: 19 September 2017
Filed on behalf of: The Plaintiffs
Prepared by:
MGA Lawyers
Lawyers
Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101
DX:
Tel: (03) 8631 5555
Fax: (03) 8631 5599
Ref: IA:11291/17
Case Manager: Ivan Andolfatto
Case Manager Email: ivan@mga-lawyers.com

This is the exhibit marked with the letter "MC-10" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-10

**A true copy of the Deed of Removal and
Appointment Michael Raiter Family Trust**

MICHAEL RAITER

- and -

MICHAEL RAITER and PAUL RAITER

- and -

**MICHAEL HARTZ PTY LTD
(A.C.N. 104 038 598)**

**THE MICHAEL RAITER
FAMILY TRUST**

**DEED OF REMOVAL AND
APPOINTMENT OF NEW TRUSTEE**

**Fetter Gdanski
Solicitors and Consultants
Level 11 555 Lonsdale Street
Melbourne Victoria 3000
Telephone: (03) 9642 5011
Facsimile: (03) 9462 5022
Our Ref: VIC/STAT 30114**

THIS DEED dated the

5

day of

May

, 2003

BETWEEN:

MICHAEL RAITER

C/- Level 5, 574 St Kilda Road, Melbourne, in the State of Victoria
(the "Appointor")

of the first part

AND

MICHAEL RAITER and PAUL RAITER

C/- Level 5, 574 St Kilda Road, Melbourne, in the State of Victoria
(the "Retiring Trustee")

of the second part

AND

**MICHAEL HARTZ PTY LTD
(A.C.N. 104 038 598)**

a company duly incorporated and having its registered office
at Level 5, 574 St Kilda Road, Melbourne, in the State of Victoria
(the "New Trustee")

of the third part

RECITALS:

- A. The Retiring Trustee is the trustee of The Michael Raiter Family Trust ("the Trust") established by Trust Deed dated 4 July, 1996 ("Deed").
- B. The Appointor, with the consent of the Retiring Trustee and pursuant to clause 17(1) of the Deed, desires to remove the Retiring Trustee as trustee of the Trust.
- C. The Appointor pursuant to clause 17 of the Deed, and with the consent of the New Trustee desires to appoint the New Trustee as trustee of the Trust.
- D. The New Trustee agrees to accept the appointment to act as trustee of the Trust upon the terms and conditions contained in this Deed.

AGREEMENT:

1. Pursuant to the power conferred by Clause 17 of the Deed, and with the consent of the Retiring Trustee (as evidenced by its execution hereof), the Appointor hereby removes the Retiring Trustee as trustee of the Trust ("Removal").
2. Pursuant to the power conferred by clause 17 of the Deed and with the consent of the New Trustee (as evidenced by its execution hereof), the Appointor hereby appoints the New Trustee as trustee of the Trust in place and instead of the Retiring Trustee ("Appointment").
3. The Appointment and the Removal shall occur simultaneously.

4. The New Trustee undertakes to accept all the obligations to act as a trustee of the Trust pursuant to the terms and covenants of the Deed.
5. The New Trustee, on and from the date of this Deed, exercises all the powers and enjoys all the rights and shall be subject to all the duties and obligations of a trustee under Trust.
6. The parties shall undertake such acts, execute such documents, and effect such transfers as may be required to give effect to the Removal and the Appointment.
7. Nothing contained in this Deed shall reduce or diminish or release the parties from any rights, obligations or duties which are to be observed or performed pursuant to Trust except as specifically provided in this Deed.
8. This Deed is governed by and is to be construed in accordance with the laws applying in the State of Victoria.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by)
 the said **MICHAEL RAITER** as)
 Appointor of the Michael Raiter Family Trust in)
 the presence of:)





 Witness

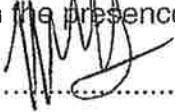
Mark Feidin

 Witness print name

15 Huntley Rd Bentleigh

 Witness print address

SIGNED SEALED AND DELIVERED by)
the said **MICHAEL RAITER** as)
Retiring Trustee of the Michael Raiter Family)
Trust in the presence of:)



.....
Witness

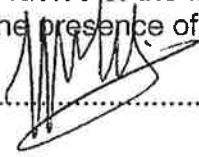
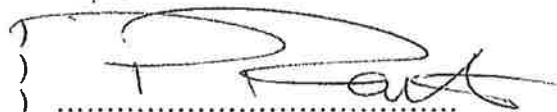
mark Freidin

Witness print name

15 Huntley Rd Bentleigh

Witness print address

SIGNED SEALED AND DELIVERED by)
the said **PAUL RAITER** as)
Retiring Trustee of the Michael Raiter Family)
Trust in the presence of:)



.....
Witness

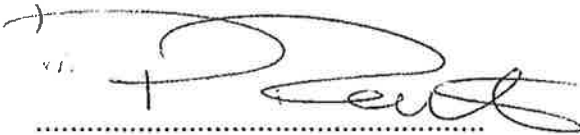
mark Freidin

Witness print name

15 Huntley Rd Bentleigh

Witness print address

**THE COMMON SEAL of MICHAEL
HARTZ PTY LTD (A.C.N. 104 038 598)**
its was hereunto affixed in accordance with)
Constitution in the presence of:-)



.....
Director and Secretary

.....
Director

MICHAEL RAITER
Print name of Director and Secretary

PAUL RAITER
Print name of Director

2 LEILA ST, PRANMAY, VIC
Usual Address of Director and Secretary

75 BEALIBA RD, SOUTH (AULFIELD)
Usual Address of Director

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST**

S CI 2017 01896

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors**

Plaintiffs

EXHIBIT "MC-11"

Date of document: 19 September 2017
Filed on behalf of: The Plaintiffs
Prepared by:
MGA Lawyers
Lawyers
Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101
DX:
Tel: (03) 8631 5555
Fax: (03) 8631 5599
Ref: IA:11291/17
Case Manager: Ivan Andolfatto
Case Manager Email: ivan@mga-lawyers.com.

This is the exhibit marked with the letter "MC-11" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto
Level 9, 179 Queen Street
Melbourne VIC 3000
An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-11

**A true copy of the Deed of Settlement Paul Raiter
Family Trust**

DEED OF SETTLEMENT

Of

"THE PAUL RAITER
FAMILY TRUST"

Colin L Rouch
Barrister & Solicitor
1st Floor,
105 Upper Heidelberg Road
IVANHOE VIC 3079

Tel: 499 3854
Fax: 497 2050

S\$200
S

THIS DEED OF SETTLEMENT is made the day set forth in the First Part of the Schedule hereto (hereinafter called "the Schedule")

B E T W E E N the person named and described in the Second Part of the Schedule as the Settlor (hereinafter called "the Settlor") of the one part

AND the person, persons or Corporation named and described in the Third Part of the Schedule as the Trustee (hereinafter called "the Trustee") of the other part

WHEREAS:-

- (I) The Settlor is desirous of making provision for the Primary Beneficiaries and the General Beneficiaries hereinafter described in the manner hereinafter set forth;
- (II) For the purpose of giving effect to that desire the Settlor has settled or is about to settle upon the Trustee the sum set forth in the Sixth Part of the Schedule;
- (III) The Trustee has consented to become the Trustee hereof upon the trusts and with the powers and subject to the provisions hereinafter expressed.

NOW THIS DEED WITNESSETH:-

1. IN this settlement the following terms unless the context otherwise indicated shall have the following meanings -

- (1) The "Primary Beneficiary" and the "Primary Beneficiaries" shall mean the person or persons named and described or defined as such in the Fourth Part of the Schedule.
- (2) "General Beneficiaries" mean and include -
 - (a) The Primary Beneficiary or the Primary Beneficiaries (as the case may be);
 - (b) The fathers, mothers, brothers, sisters, children and grandchildren of the Primary Beneficiary or the Primary Beneficiaries and the children of such fathers, mothers, brothers, sisters, children and grandchildren of the Primary Beneficiary or the Primary Beneficiaries.

- (c) Any body corporate wherever incorporated or resident any share in which is beneficially owned or held by any Beneficiary, or by the Trustee of any trust or settlement under which any Beneficiary has any interest whether absolute or contingent or by way of expectancy and whether liable to be defeated by the exercise of any power of appointment or revocation or to be diminished by the increase of the class to which that Beneficiary belongs which the Trustee may at any time and from time to time nominate in writing as a General Beneficiary and whether or not such trust or settlement is in existence at the date of this Deed.
- (d) The Trustee (in his capacity as such trustee) of any trust or settlement in which any Beneficiary has an interest whether absolute or contingent or by way of expectancy and whether liable to be defeated by the exercise of any power of appointment or revocation or to be diminished by the increase of the class to which that Beneficiary belongs which the Trustee may at any time and from time to time nominate in writing as a General Beneficiary and whether or not such trust or settlement is in existence at the date of this Deed.
- (e) Any relative by blood or marriage of the Appointor first described in the Eighth Part of the Schedule who the Trustee may at any time and from time to time nominate in writing to be a General Beneficiary.
- (f) Such additional persons corporations and trusts (if any) as are named and described or defined in the Fifth Part of the Schedule as additions to the class of General Beneficiaries;

PROVIDED HOWEVER that any person who is either the Settlor or a person claiming through the Settlor or is the Appointor or the Trustee or where the Trustee consists of more than one person any of those persons or a person who has donated property to the

Trustee to be held as an addition to the Trust Fund (the same being herein called "the excluded persons") or any corporation in which and the trustee of any settlement or trust in or under which any excluded person has an actual or contingent beneficial interest so long as such interest continues is excluded from the class of General Beneficiaries unless specifically named or defined in the Fifth Part of the Schedule.

- (3) "Beneficiary" or "Beneficiaries" means any of the Primary or General Beneficiaries.
- (4) The "Trustee" means the person, persons or corporation named in the Third Part of the Schedule or the Trustee or Trustees for the time being of this settlement.
- (5) The "Trust Fund" means the settled sum set forth in the Sixth Part of the Schedule and paid or to be paid by the Settlor to the Trustee together with all moneys investments and property paid or transferred to and accumulations of income hereinafter empowered to be made all accretions to the Trust Fund and the investments and property from time to time representing the said money investments property accumulations and accretions or any part or parts thereof respectively.
- (6) The "Vesting Day" means the date specified in the Seventh Part of the Schedule or such earlier date as the Trustee may in his absolute discretion in writing appoint.
- (7) The "Appointor" means successively the person or persons named and described as such in the Eighth Part of the Schedule.
- (8) The expressions "the Primary Beneficiaries" and "the General Beneficiaries" shall include persons who from time to time until the Vesting Day come within the category described in the Fourth and Fifth Parts of the Schedule and in the foregoing definition respectively notwithstanding that such persons may not be in existence or have not come into the defined category at the date of this Deed.

(9) In these presents the expression "child" shall include an adopted and an illegitimate child and the expression "children" shall have a like meaning.

(10) "Accounting Period" shall mean each period of twelve months ending on the 30th day of June in each year.

PROVIDED HOWEVER:

(a) that the period commencing on the date hereof and ending on the 30th day of June next shall be an Accounting Period;

and

(b) that the period commencing on the first day of July prior to the Vesting Day and ending on the Vesting Day shall be an Accounting Period.

(11) "set aside" in relation to a Beneficiary includes placing sums to the credit of such Beneficiary in the books of the Trust Fund.

(12) Pursuant to Section 5 of the Perpetuities and Accumulations Act 1968 of the State of Victoria it is declared that the perpetuity made by and under this Deed for the purpose of the rule against perpetuities shall be a period of 80 years.

(13) In these presents words importing the singular shall mean and include the plural and vice versa and words importing the masculine gender shall mean and include the feminine and neuter genders.

(14) References to any statutory enactment shall mean and be construed as references to the said enactment as amended and modified and in force from time to time.

2. IN consideration of the premises the Settlor as Settlor HEREBY DECLARES that the Trustee shall and the Trustee HEREBY DECLARES that he will henceforth stand possessed of the Trust Fund and of the income thereof upon the trusts and with the powers and subject to the provisions hereinafter expressed.

3. (1) The Trustee shall in each Accounting Period until the Vesting Day pay apply or set aside the whole or such part (if any) as he shall think fit of the net income of the Trust Fund of that Accounting Period for such charitable purposes and/or for the benefit of all or any one or more exclusive of the other or others of the General Beneficiaries living from time to time in such proportions and in such manner as the Trustee in his absolute discretion shall think fit and without being bound to assign any reason therefor; and amounts set aside for any General Beneficiary as aforesaid shall not form part of the Trust Fund as defined in Clause 1 (6) hereof but shall upon being set aside be held by the Trustee as a separate trust fund on trust for such General Beneficiary absolute with power to the Trustee pending payment thereof to such General Beneficiary to invest apply or deal with such fund or any resulting income there from or any part thereof in the manner provided for in Clause 6 (d) hereof;
- (2) NOTWITHSTANDING the provisions of sub-clause (1) hereof the Trustee may at any time or times prior to the Vesting Day in his absolute discretion so long as permitted by law accumulate the whole or any part of the income of the Trust Fund and add such income to the capital of the Trust Fund but so that the Trustee may at any time or times prior to the Vesting Day resort to such accumulations and pay or apply the whole or any part or parts thereof as capital but as if the same were income of the Trust Fund;
- (3) The Trustee shall have the powers in relation to the capital of the Trust Fund conferred upon the Trustee by Clause 6 of this Deed;
- (4) The Trustee shall hold so much of the net income of the Trust Fund derived in any Accounting Period until the Vesting Day that the Trustee shall not prior to the expiration of that Accounting Period have paid applied or

set aside in accordance with the powers contained in sub-clause (1) hereof or accumulated in accordance with the powers contained in sub-clause (2) hereof upon trust:-

- (a) For such of the Primary Beneficiaries as shall be living at the expiration of the Accounting Period and if more than one as tenants in common in equal shares PROVIDED HOWEVER that if any Primary Beneficiary shall not be in existence at the expiration of the particular Accounting Period and shall have died leaving a child or children living, such child or children shall stand in the place of the deceased Primary Beneficiary and shall take if more than one as tenants in common in equal shares the share which the deceased Primary Beneficiary would have taken had he or she been living at the expiration of the particular Accounting Period.
- (b) As to any balance then remaining not disposed of or accumulated pursuant to the preceding provisions of this clause for such of the General Beneficiaries as shall be living at the expiration of that Accounting Period and if more than one as tenants in common in equal shares.

4 ON the Vesting Day the Trustee shall stand possessed of the Trust Fund UPON TRUST for such charitable purposes and/or for such of the General Beneficiaries for such interests and in such proportions and for one to the exclusion of the other or others as the Trustee may appoint and in default of and subject to any such appointment -

- (a) Upon Trust for such of the Primary Beneficiaries as shall be living on the Vesting Day and if more than one as tenants in common in equal shares absolutely PROVIDED NEVERTHELESS that if any Primary Beneficiary

shall die prior to the Vesting Day leaving a child or children living at the Vesting Day such child or children shall stand in the place of such deceased Primary Beneficiary and take and if more than one as tenants in common in equal shares the share which the said deceased Primary Beneficiary would have taken had he or she survived to the Vesting Day;

- (b) AND in the event that any part of parts of the Trust Fund are not effectively or validly disposed of by the trusts declared by this Deed or by any Deed in force varying altering or adding to such Trusts the Trustees shall stand possessed of such part or parts of the Trust Fund UPON TRUST for the person or persons other than the Settlor who under the Statutes relating in the State of Victoria to the distribution of intestate estates would have been entitled to the estate of the Appointor first described in the Eighth Part of the Schedule (hereinafter called "the Intestate") as if the said Intestate had died on the Vesting Day and intestate and a widower and domiciled in the State of Victoria and as if the Settlor had predeceased the Intestate and if there be no such persons UPON TRUST for such charitable purposes as the Trustee may determine any resulting trust to the Settlor being hereby negatived.

5. ANY benefits conferred upon any Beneficiary hereunder shall be in addition to and not in substitution for any provision which may be made by the Settlor for such Beneficiary whether by Settlement or Will or otherwise.

6. THE Trustee may at his absolute discretion notwithstanding anything to the contrary herein contained or otherwise provided;

- (a) At any time and from time to time before the Vesting Day out of the capital of the Trust Fund held on Trust as aforesaid but not out of any moneys referred to in paragraph (d) of this Clause raise any sums or sums and pay the same to any one or more of the General Beneficiaries for his or her own use and benefit in addition to any income or share of income to which he or she may from time to time be entitled or to apply the aforementioned sum or sums to or for the benefit of such General Beneficiary or General Beneficiaries in such manner as the Trustee in his absolute discretion shall think fit;
- (b) At any time and from time to time before the Vesting Day lend any sum or sums out of the Trust Fund and any moneys held in trust hereunder to any person being one of the General Beneficiaries either with or without security and upon such terms and conditions as to repayment and with or without interest as the Trustee shall in his absolute discretion think fit;
- (c) At any time and from time to time pay or apply the whole or any part of the capital or the whole or any part of any income or accrued or accumulated income to which any infant beneficiary is either absolutely or contingently entitled in such manner as the Trustee in his absolute discretion thinks fit for the benefit of such infant and without limiting the generality thereof in particular for the maintenance education or advancement of such infant and in the exercise of the power in this part of this Clause contained the Trustee may pay the same to a parent or guardian of such infant without being bound to see to the application thereof by such parent or guardian;
- (d) While any Beneficiary is under any legal disability the Trustee may on behalf of such Beneficiary invest any

income which he may resolve to set aside for or pay to such Beneficiary pursuant to Clause 3 (1) hereof and the investments by this Deed authorised including any of the investments authorised by Clause 7 hereof but the Trustee may at any time and from time to time in his absolute discretion resort to such first-mentioned and last-mentioned income and may pay apply or deal with the same or any part thereof in such manner as the Trustee in his absolute discretion thinks fit for the benefit of such Beneficiary pursuant to and in the terms of the power in sub-clause (c) of this Clause;

- (e) At any time and from time to time pay or transfer any investments or money appropriated to a share to which any person is or becomes absolutely entitled to such person absolutely if he is of full age or to a parent or guardian of any infant Beneficiary as Trustee for such infant Beneficiary without being bound to see to the application thereof by such parent or guardian;

- (f) Allow any Beneficiary to occupy have custody of or use any immovable property or chattels for the time being forming part of the Trust Fund on such terms and conditions as to inventories repair replacement insurance outgoings or otherwise at all as the Trustee shall think fit and so that the Trustee shall not be liable for any loss or damage which may occur to any property so forming part of the Trust Fund during or by reason of any such occupation custody or use except insofar as such loss or damage shall be occasioned by the conscious and wilful default or neglect of the Trustee.

7. THE Trustee shall in addition to the powers otherwise conferred upon the Trustee by law have the following powers:-

- (a) Power to apply and invest all moneys at any time forming part of the Trust Fund in any investments whether involving liabilities or not or upon personal credit with or without security and upon such terms and conditions as the Trustee shall in his absolute discretion think fit and to the intent that the Trustee shall have the same powers in all respects as if he was the absolute owner beneficially entitled including without diminishing the generality of the foregoing the subscription for, the taking up on allotment and the purchase of any shares, stocks, bonds, mortgages, debentures, obligations or securities of any government authority corporation or company incorporated in any part of the world and in units or sub-units of any fixed or flexible trust which established or managed by any Company, and the taking of and the purchase of the whole or any part or share or interest in (including a minority part or share or interest in) any business or partnership and the goodwill and assets thereof and the purchase of any real or personal property wheresoever situate and to exercise all rights and privileges and perform all duties and obligations appertaining or incidental thereto AND the Trustee may make or purchase any such investments for cash or in consideration of an annuity or otherwise and upon such terms and conditions as the Trustee shall in his absolute discretion think fit and he may make or purchase any such investment for a sum greater than the amount of the Trust Fund for the time being and he may agree to pay for any such investment wholly or in part from any future moneys which may come into his hands including dividends, profits, interest or other income paid or payable in respect of such investment;
- (b) Power to advance and lend moneys to and to borrow and raise moneys from and to secure by mortgage or

otherwise the payment of money to any persons firms corporations companies governmental or municipal bodies upon such terms with or without security or interest as the Trustee shall deem fit;

- (c) Power to give any guarantee and/or indemnity for payment of money or the performance of any contract, obligation or undertaking by any person firm company corporation association or trust;
- (d) Power to vary or transpose any investments into or for any other or others of any nature whatsoever and to vary the terms of or property comprised in any security;
- (e) Power to construct or demolish buildings and to hold use purchase maintain repair renovate reconstruct develop redevelop improve sell transfer convey surrender let lease exchange take and grant options or rights alienate mortgage charge pledge reconvey release discharge or otherwise deal with any real or personal property;
- (f) Power to purchase sell transfer surrender exchange charge take and grant options or rights in any stocks shares debentures units in any trust or any other securities of whatsoever kind with or without deferred restricted qualified or special rights attaching thereto;
- (g) Power to purchase or acquire or to sell or transfer to any person any reversionary or deferred property or rights of any description or any interest in any property whatsoever for the life of any person or any life or life endowment or sinking fund or term or other policy or policies of insurance of whatsoever nature and at or subject to any premium or premiums whether single payable periodically and with or subject to any options rights benefits conditions or provisions

whatsoever and the Trustee shall have power to pay out of the income or capital of the Trust Fund as he in his absolute discretion thinks fit all sums payable from time to time for premiums or otherwise for the effecting or maintenance of any policy or policies of insurance (whether owned by the Trustee or otherwise) or for the exercise or enjoyment of any option right or benefit thereunder and any surrender of any such policy or policies shall for all the purposes of this settlement be deemed to be a sale thereof;

- (h) Power to pay out of the Trust Fund or the income thereof all costs charges and expenses incidental to the management of the Trust Fund or to the exercise of any power authority or discretion herein contained or on carrying out or performing the trusts hereof which the Trustee may at any time incur including all income tax or other taxes payable in respect of the Trust Fund costs in any way connected with the preparation and execution of these presents and all moneys which the Trustee may be required to pay as probate estate gift stamp or revenue duties including stamp gift or settlement duties payable in respect of the Trust Fund;
- (i) Power where the Trustee determines to invest any part of the Trust Fund in the subscription for the taking up on allotment or the purchase of any shares stock or debentures in any company or corporation to exercise the following powers in addition to the powers authorised by law -
 - (i) to pay calls on any shares or to permit any such shares to be forfeited and sold;
 - (ii) to purchase any further shares stock or debentures and to take up any shares stock or debentures or a new issue of any such company or corporation;
 - (iii) to lend money to any such company or corporation whether secured by debentures or in any other way

- or not secured and at such rate of interest and upon such terms as the Trustee thinks fit;
- (iv) to hold any shares stock or debentures acquired by the Trustee pursuant to the powers conferred by statute or otherwise by law or by this Clause for as long as the Trustee thinks fit;
 - (v) to sell any shares stock or debentures held by the Trustee at such price as the Trustee thinks fit (whether or not such price is less than the sum that appears from the accounts of the company or corporation to be the value of such shares stock or debentures) and upon such terms with or without security as the Trustee thinks fit;
 - (vi) to assent to or join in any arrangement relating to the sale or transfer or exchange of any such shares stock debentures or interests or modifying any rights or privileges or interests in relation thereto and to agree to any scheme or arrangement for the increase in or reduction of the value or amounts of any shares or stock or of the capital of any such company or corporation and for any such to deposit surrender or exchange any scrip or document of title relating thereto and to pay out of the capital of the Trust Fund or the income thereof any contribution or incur any necessary expense in connection with such scheme or arrangement and generally to manage and deal with any such shares stock or investments as if the Trustee owned them beneficially;
 - (vii) to enter into any agreement in respect of the winding up of any Company or corporation in which the Trustee holds shares or is otherwise concerned or interested and to agree with the liquidator or with any member or members of such company or corporation or any other person on such matters

as the Trustee shall in his absolute discretion think fit for the division or partition in kind or specie of the assets or property of whatsoever nature of such company or corporation and to accept any of such assets and property in payment or satisfaction of any interest of the Trustee in such company or corporation with power to pay any moneys by way of division or partition;

- (j) Power to carry on anywhere in Australia or elsewhere and either alone or in partnership any of the business or businesses of manufacturers wholesale and retail buyers sellers merchants importers exporters dealers brokers and agents in any kind of commodities merchandise chooses in action and articles of commerce and of farmers graziers and agriculturalists and any other form of business which the Trustee may in his absolute discretion think fit;
- (k) Power to agree to the partition subdivision or exchange of any land or other property which forms part of the Trust Fund and to pay any moneys by way of equality of partition division or exchange;
- (l) Power to establish promote or acquire any company or corporation or join in the promotion establishment or acquisition of any company or corporation;
- (m) Power to appropriate without obtaining any of the consents required by statute or otherwise by law any part or parts of the Trust Fund either in the actual condition or state of investment thereof or by setting apart or crediting in the books or accounts of the Trust any sum or sums in or towards the satisfaction of any share or shares whether vested or contingent to which any person is or may be entitled in the Trust Fund and for that purpose to make or cause to be made a valuation or valuations of the Trust Fund or any part or parts thereof or of any interest therein as the Trustee may deem necessary either himself or by such person or persons

whether duly qualified or not as he may appoint and in such manner and at such respective time as the Trustee considers just and proper and every valuation and every appropriation made by the Trustee shall bind all persons interested whether in the share to which the appropriation is made or in any other shares or otherwise interested in the Trust Fund notwithstanding that such persons may not be in existence or may be an infant or subject to any other legal disability or that the Trustee or any person who is a Director or shareholder of the Trustee making the appropriation is or may be beneficially interested either directly or indirectly in the property appropriated or may benefit either directly or indirectly as a result of the exercise by the Trustee of the power of appropriation as aforesaid;

- (n) Power to determine whether any property or any increase or decrease in the number value of any property or holdings of property or any receipts or payments from for or in connection with any property shall be treated as and credited or debited to capital or to income; and generally to determine all matters as to which any doubt difficulty or question may arise under or in relation to the execution of the trusts and powers of this settlement; and every determination of the Trustee in relation to any of the matters aforesaid whether made upon a question formally or actually raised or implied in any of the acts or proceedings of the Trustee in relation to the Trust Fund shall bind all parties interested therein and shall not be objected to or questioned on any ground whatsoever;
- (o) Power to sell the whole or any part or parts of the investments or property for the time being comprised in the Trust Fund at such time or times and on such terms and conditions as the Trustee shall think proper

including the power to sell life or reversionary interests in such investment or property;

- (p) Power for any purpose of or incidental to the administration of the trusts or provisions of this Deed or the exercise of any power or authority vested in the Trustee to raise and borrow money by sale mortgage charge pledge exchange or deposit of any property comprised in the Trust Fund for such amounts and upon such terms and conditions as the Trustee may in his absolute discretion think fit without any liability for any loss or injury arising from the exercise of such discretion and may grant securities over the Trust Fund of all types and forms and may grant the same for the purpose of raising moneys or to secure the moneys advanced or to be advanced to any other person firm company corporation association or trust;
- (q) Power to invest all or any moneys capable of being invested hereunder in any of the modes of investment for the time being and from time to time permitted by law of the Commonwealth of Australia or any of the States thereof for the investment of Trust moneys;
- (r) Power to invest all or any moneys capable of being invested hereunder on deposit in any trading bank or savings bank or other financial institution in Australia;
- (s) Power to exercise any power capable of being conferred upon a trustee or trustees by any valid trust instrument and, without derogating from the generality of the foregoing, to dispense, in so far as it is lawful so to do, with the necessity of obtaining any Order of the Courts of the place of administration of the trusts created by this Settlement for the purpose of effecting or validating any transactions;
- (t) Power in any conditions or circumstances which the Trustee thinks expedient with the written consent of the Appointor to appoint either in respect of the whole of

the Trust Fund or any part thereof new trustees in any country of the world outside Australia and to transfer assign and set over the investments for the time being representing the Trust Fund or any part thereof to any such new trustee upon similar trusts and subject to similar terms and conditions to those declared in these presents and either subject to the control of the Trustee of these presents or to the exclusion of such control;

- (u) Power to remunerate any Beneficiary who is at any time in the employ of the Trustee to the same extent and in the same manner as if the beneficiary so employed were not a Beneficiary hereunder and all bona fide payments made by the Trustee to any such Beneficiary in the form of remuneration for services or to be rendered or on account of expenses in connection with such employment shall not be or be deemed to be payment to the Beneficiary of or on account of his or her share in the Trust Fund or the income thereof;
- (v) Power in the event of any probate succession estate or other duties fees or taxes becoming payable in any part of the world in respect of the Trust Fund or any part thereof on the death of the Settlor or on the death of any Beneficiary or any other person at their absolute discretion to pay all or any part of such duties fees and taxes out of the Trust Fund notwithstanding that such duties fees and taxes or some part thereof are not or may not be recoverable by the revenue authorities from the Trustee or from the Trust Fund by legal process in the place where the same became payable.
- (w) To identify and segregate income from different sources for the purposes of dealing with the same separately and where the income of an accounting period is directly or indirectly derived from different sources in making a determination to pay apply or set aside income for a beneficiary or to accumulate the same to determine from what source or sources that income is derived.

8. THE Trustee may become a Director of or appoint any person to act as a Director on his behalf of any company or corporation in which any moneys forming part of the Trust Fund are from time to time invested and may receive the remuneration attached to such office or permit his representative to receive such remuneration without being liable to account to the Trust therefor and any such representative may become qualified to act as a Director (if the Articles so allow) by the holding in his name of shares held by the Trustee provided that such representative executes a declaration of trust thereof in favour of the Trustee generally accompanied by the certificates of such shares and that he accounts to the Trustee for all dividends and bonuses paid in respect thereof.
9. THE Trustee may exercise or concur in exercising all powers and discretions hereby or by law given notwithstanding that he or any person being a Director or shareholder of the Trustee has or may have a direct or personal interest in the mode or result of exercising such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee.
10. THE Trustee shall not be bound in any case to act personally but shall be at full liberty to act as manager or to employ any manager solicitor accountant clerks contractors workmen employees or servants or any agents to transact all or any business of whatever nature required including the receipt and payment of money and the Trustee shall determine the remuneration charged and expenses to be allowed and paid in relation thereto.
11. THE Trustee shall not be liable for the consequence of any error or omission whether of law or of fact on the part of the Trustee or his legal or other advisers or generally for any breach of duty or trust whatsoever unless it shall be proved

to have been committed made or omitted in personal conscious fraudulent bad faith by the Trustee and all persons claiming any beneficial interest in over or to the Trust Fund shall be deemed to have notice of the provisions of this Clause.

12.THE Trustee shall have power to blend for the purposes of investment any moneys which he holds upon separate trusts (whether such moneys are subject to any other settlement or declaration of trust) and power to join with any other person or persons in making common investments.

13.SUBJECT always to any express provision to the contrary herein contained every discretion vested in the Trustee shall be absolute and uncontrolled and every power vested in him shall be exercisable at his absolute and uncontrolled discretion and the Trustee shall have the like discretion in deciding whether or not to exercise any such power. The Trustee shall not be responsible for any loss or damage suffered by the exercise of any discretion or power conferred on the Trustee or by the failure to exercise any such discretion or power.

14.ANY Trustee for the time being hereof who is a Solicitor or Accountant or any firm of which he may be a member shall be entitled to make all usual and proper charges for both professional and other services in the administration of the Trust Fund to the same extent that he would have been entitled to make as if he were not a Trustee pursuant to these presents.

15.THE Trustee for the time being may at any time and from time to time by Deed with the written consent of the Appointor revoke add to or vary all or any of the provisions of this Trust Deed or any variation alteration or addition made hereto from time to time and may by the same or any other deed or deeds declare any new or other trusts or powers concerning the

Trust Fund or any part or parts thereof but so that the law against perpetuities is not thereby infringed and so that such new or other trust powers discretions alterations or variation:-

- (i) may relate to the management or control of the Trust Fund or the investment thereof or to the Trustee's powers or discretions in these presents contained;
- (ii) shall not be in favour of or for the benefit of the Settlor Appointor or Trustee or any of them or result in any benefit to the Settlor Appointor or Trustee or any of them;
- (iii) shall not affect the beneficial entitlement to any amount set aside for any Beneficiary prior to the date of the variation alteration or addition.

16. THE Trustee may at any time, at the request or with the consent in writing of any Beneficiary, sui juris declare in writing that such Beneficiary shall thereafter not be a Beneficiary for the purpose of the trusts hereby constituted; and thereafter this Trust Deed shall be read, and the trusts herein constituted given effect, as if such person was not named or described in the declaration of Beneficiaries PROVIDED HOWEVER that such declaration shall not affect any beneficial entitlement of that person to any amount set aside and/or paid to him prior to the date of such declaration.

17.(1) THE Appointor and on the death of the last surviving Appointor such other person or persons as shall have been appointed to act as Appointor and in default of such appointment then his legal personal representatives shall be entitled by instrument in writing at any time and from time to time -

- (a) to remove any Trustee hereof;
- (b) to appoint any additional Trustee or Trustees;

- (c) to appoint a new Trustee or Trustees in the place of any Trustee who resigns his Trusteeship or ceases to be a Trustee by operation of law;

PROVIDED AS FOLLOWS:-

- (i) if and so long as the Appointor is a beneficiary he shall not be eligible to be appointed as a Trustee hereof;
- (ii) if there is no Appointor named in the Schedule or if the Appointor for the time being is under any legal disability or if there is no one entitled to exercise the power hereinbefore conferred the statutory and other rights removing and appointing the Trustee hereof shall to the exclusion of any other person or persons be exercised by the Trustee or by the legal personal representatives of the last surviving Trustee or if the Trustee be a corporation the Liquidator of that corporation.
- (2) Any Trustee of Appointor and any person who may by succession become a Trustee or Appointor may resign or renounce such position by notice in writing to the Trustee and forthwith upon the giving of such notice the person giving the same shall for all purposes hereunder cease to be a Trustee or Appointor or to be a person who may by succession become a Trustee of Appointor (as the case may be) and shall cease to be subject to the disqualification (if any) provided for in the proviso to Clause 1 (2) hereof PROVIDED THAT if at any time there is no Appointor entitled to exercise the powers set forth in paragraph (1) of this Clause a sole surviving Trustee shall not resign except upon appointing a new Trustee in his place.
- (3) The office of the Trustee shall be ipso facto determined and vacated if such Trustee being an individual shall be

found to be a lunatic or of unsound mind or if he shall become subject to the bankruptcy laws or if he shall remain out of the place in which this trust is for the time being administered for more than twelve months or if such Trustee being a company shall enter into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for purposes of amalgamation or reconstruction).

- (4) A copy of all notices of changes in the Trusteeship shall be endorsed on or attached to these presents and every such notice shall be sufficient evidence to any person having dealings with the Trustee of this Deed as to the facts to which it relates.
- (5) Any person dealing with the Trustee of the Trust Funds may rely upon a copy of these presents and of the notices endorsed thereon or attached thereto certified by the Trustee or the Trustee's lawyer before a Notary Public or a barrister or solicitor to the same extent as he might rely on the original.
- (6) Any person becoming a Trustee of the Trust Fund may accept the account rendered and the property delivered to him by the continuing Trustee or his predecessors in office without being bound to enquire further as to the assets of the Trust Fund; and any person ceasing to be a Trustee hereof may be given a full and complete discharge by the Appointor.

18. THE Trustee shall have the power at any time prior to the Vesting Day to accept such further or additional property which any person may in any way donate to or vest or cause to be vested in the Trustee to be held upon the trusts set forth in this Deed of Settlement and upon such acceptance all such property shall become part of the Trust Fund and held by the Trustee accordingly PROVIDED THAT the Trustee shall not have

the power to accept any further or additional property from a Beneficiary unless such property is transferred for valuable consideration.

19.ANY determination by the Trustee in exercise of any power discretion or authority conferred upon the Trustee by this Deed may be made in writing executed by the person persons or corporations comprising the Trustee or by a resolution duly passed at a meeting of the Trustee or by a resolution of the Directors of a sole corporate Trustee. In the event that the Trustee hereof consists of more than one person or corporation any disagreement between them as to any matter affecting the Trust Fund or as to the exercise omission of abstention from exercising any of the Trustee's powers and discretions hereunder shall be referred to a vote of all the said persons or corporations (either at a meeting of them or by post) and in the event that there by a majority for or against a particular proposal effect shall be given to the wishes of such majority as if it were a unanimous decision by all the said persons.

20.THE Trustee shall not have any power or authority to enter into any contract that shall bind or effect a beneficiary personally nor call upon any Beneficiary for any payment whatsoever but the Trustee shall be entitled to an indemnity against any and all liabilities which he may incur or to which he may be subject out of the Trust Fund and may if he thinks fit make any contract hereby authorised in such manner that the same and any liability thereunder shall be enforceable only against the Trust Fund and all persons or corporations extending credit to, contracting with or having any claims against the Trustee in respect of the Trust Fund shall look only to the Trust Fund for the payment of any such contract or claim or for the payment of any debt damage judgment or decree or of any money that may otherwise become due or

payable from the Trustee so that in that event neither the Trustee nor any Beneficiary shall be personally liable therefor.

21. ANY Trustee hereunder may from time to time charge and retain out of the income of the Trust Fund such Trustee's commission as shall be agreed between the Trustee and the Appointor but the Trustee shall not be entitled to charge any commission on capital profits or accretions to capital.

22. THE trusts created by these presents shall be known by the name set forth in the Ninth Part of this Schedule.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the date set forth in the First Part of the Schedule.

SIGNED SEALED AND DELIVERED by)
ADAM STEINBERG in the presence of:)

A. Steubing

Robert Aldridge
.....
Signature

ROHAN ALDRIDGE
.....
Name

61 WILSONS ROAD
.....
DONCASTER VIC 3108
.....
Address

SIGNED SEALED AND DELIVERED by)
PAUL RAITER in the presence)
of:)



Robian Aldridge.....
Signature

ROBIAN ALDRIDGE.....
Name

61 WILSONS ROAD.....
DONCASTER VIC 3108.....
Address

SIGNED SEALED AND DELIVERED by)
CARON RAITER in the)
presence of:)



Robian Aldridge.....
Signature

ROBIAN ALDRIDGE.....
Name

61 WILSONS ROAD.....
DONCASTER VIC 3108.....
Address

SCHEDULE HEREINBEFORE REFERRED TO:

FIRST PART:

Date of making this Deed: The 4th day of JULY 1996.

SECOND PART:

Settlor: ADAM STEINBERG of 601 Victoria Street,
Abbotsford, 3067

THIRD PART:

Trustees: PAUL RAITER and CARON RAITER of 75 Bealiba
Road, South Caulfield, 3162.

FOURTH PART:

Primary Beneficiaries: PAUL RAITER and CARON RAITER, and the
Children of PAUL RAITER and CARON RAITER
whether living on the date of this Deed
or born thereafter and any person related
by blood or marriage to PAUL RAITER and
CARON RAITER.

FIFTH PART:

General Beneficiaries: PAUL RAITER and CARON RAITER, and the
Children of PAUL RAITER and CARON RAITER
whether living on the date of this Deed
or born thereafter and any person related
by blood or marriage to the said primary
beneficiaries.

SIXTH PART:

Settled Sum: TWENTY DOLLARS (\$20.00).

SEVENTH PART:

Vesting Day: On the eightieth anniversary of the date this
deed is made.

EIGHTH PART:

Appointor:

PAUL RAITER or such person as the said PAUL RAITER may nominate by deed during his lifetime and in the event of death the legal personal representative of the said PAUL RAITER.

NINTH PART:

Name of Trust:

THE PAUL RAITER FAMILY TRUST

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**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
CORPORATIONS LIST**

S CI 2017 01896

**IN THE MATTER OF VICTORIA STATION CORPORATION PTY LTD ACN
104 082 797 (ADMINISTRATORS APPOINTED) & Ors**

**MICHAEL CARRAFA, PETER GOUNTZOS & RICHARD JOHN CAUCHI IN
THEIR CAPACITY AS JOINT AND SEVERAL ADMINISTRATORS OF
VICTORIA STATION CORPORATION PTY LTD ACN 104 082 797 (IN ITS
OWN CAPACITY AS THE PARTNERSHIP MANAGER OF THE "VICTORIA
STATION CORPORATION PARTNERSHIP" (TRADING AS "VICTORIA
STATION", "KATE HILL" AND "VICTORIA STATION CLEARANCE")
(ADMINISTRATORS APPOINTED) & Ors**

Plaintiffs

EXHIBIT "MC-12"

Date of document: 19 September 2017
Filed on behalf of: The Plaintiffs
Prepared by:
MGA Lawyers
Lawyers
Level 9, 179 Queen Street
Melbourne Vic 3000

Solicitor's Code: 104101

DX:

Tel: (03) 8631 5555

Fax: (03) 8631 5599

Ref: IA:11291/17

Case Manager: Ivan Andolfatto

Case Manager Email: ivan@mga-lawyers.com

This is the exhibit marked with the letter "MC-12" now produced and shown to Michael Carrafa at the time of affirming his Affidavit.

Before me:



Ivan Andolfatto

Level 9, 179 Queen Street
Melbourne VIC 3000

An Australian legal practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Exhibit MC-12

**A true copy of the Deed of Removal and
Appointment Paul Raiter Family Trust**

PAUL RAITER

- and -

PAUL RAITER and CARON RAITER

- and -

**PAUL HARTZ PTY LTD
(A.C.N. 104 084 693)**

**THE PAUL RAITER
FAMILY TRUST**

**DEED OF REMOVAL AND
APPOINTMENT OF NEW TRUSTEE**

**Fetter Gdanski
Solicitors and Consultants
Level 11 555 Lonsdale Street
Melbourne Victoria 3000
Telephone: (03) 9642 5011
Facsimile: (03) 9462 5022
Our Ref: VIC/STAT 30114**

THIS DEED dated the

5 day of

May

, 2003

BETWEEN:

PAUL RAITER

C/- Level 5, 574 St Kilda Road, Melbourne, in the State of Victoria
(the "Appointor")

of the first part

AND

PAUL RAITER and CARON RAITER

C/- Level 5, 574 St Kilda Road, Melbourne, in the State of Victoria
(the "Retiring Trustee")

of the second part

AND

PAUL HARTZ PTY LTD

(A.C.N. 104 084 693)

a company duly incorporated and having its registered office
at Level 5, 574 St Kilda Road, Melbourne, in the State of Victoria
(the "New Trustee")

of the third part

RECITALS:

- A. The Retiring Trustee is the trustee of The Paul Raiter Family Trust ("the Trust") established by Trust Deed dated 4 July, 1996 ("Deed").
- B. The Appointor, with the consent of the Retiring Trustee and pursuant to clause 17(1) of the Deed, desires to remove the Retiring Trustee as trustee of the Trust.
- C. The Appointor pursuant to clause 17 of the Deed, and with the consent of the New Trustee desires to appoint the New Trustee as trustee of the Trust.
- D. The New Trustee agrees to accept the appointment to act as trustee of the Trust upon the terms and conditions contained in this Deed.


AGREEMENT:

1. Pursuant to the power conferred by Clause 17 of the Deed, and with the consent of the Retiring Trustee (as evidenced by its execution hereof), the Appointor hereby removes the Retiring Trustee as trustee of the Trust ("Removal").
2. Pursuant to the power conferred by clause 17 of the Deed and with the consent of the New Trustee (as evidenced by its execution hereof), the Appointor hereby appoints the New Trustee as trustee of the Trust in place and instead of the Retiring Trustee ("Appointment").
3. The Appointment and the Removal shall occur simultaneously.

4. The New Trustee undertakes to accept all the obligations to act as a trustee of the Trust pursuant to the terms and covenants of the Deed.
5. The New Trustee, on and from the date of this Deed, exercises all the powers and enjoys all the rights and shall be subject to all the duties and obligations of a trustee under Trust.
6. The parties shall undertake such acts, execute such documents, and effect such transfers as may be required to give effect to the Removal and the Appointment.
7. Nothing contained in this Deed shall reduce or diminish or release the parties from any rights, obligations or duties which are to be observed or performed pursuant to Trust except as specifically provided in this Deed.
8. This Deed is governed by and is to be construed in accordance with the laws applying in the State of Victoria.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by
 the said **PAUL RAITER** as
 Appointor of the Paul Raiter Family Trust in
 the presence of:

x^{pt}
) _____
) 
) _____
)

Aaron Cooney
 Witness

AARON COONEY
 Witness print name

1 PEMBERLEY DR 3168 VIC
 Witness print address

SIGNED SEALED AND DELIVERED by
the said **CARON RAITER** as
Retiring Trustee of the Paul Raiter Family
Trust in the presence of:

)
)
) Caron
)

L. Hamburger
Witness

MR. L. HAMBURGER
Witness print name

14 FAIRFIELD GVE CAULFIELD STN
Witness print address 3162

SIGNED SEALED AND DELIVERED by
the said **PAUL RAITER** as
Retiring Trustee of the Paul Raiter Family
Trust in the presence of:

)
)
) Paul
)

M. Peter
Witness

M. Peter
Witness print name

11 Ess Lane W. Melb
Witness print address

THE COMMON SEAL of PAUL)
HARTZ PTY LTD (A.C.N. 104 084 693))
was hereunto affixed in accordance with)
its Constitution in the presence of:-)

Paul
Director and Secretary

PAUL RAITER
75 BEALBA RD PAUL RAITER
Print name of Director and Secretary

75 BEALBA RD SOUTH CAULFIELD
Usual Address of Director and Secretary

M. Raiter
Director

MICHAEL RAITER
Print name of Director

2 LEILA ST, PRANPARA, VIC
Usual Address of Director